

UNITED STATES DISTRICT COURT,
SOUTHERN DISTRICT OF NEW YORK

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:
HARTFORD FIRE INSURANCE COMPANY
a/s/o Sync Sound, Inc., : Case No. 07 CV 2998 NRB
:
Plaintiff, :
:
-against- : **ANSWER**
: **(electronically filed)**
CUSHMAN & WAKEFIELD, INC, and 444 REALTY :
COMPANY, LLC :
:
Defendant(s). : Jury Trial Demanded
:
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The Defendants, CUSHMAN & WAKEFIELD, INC. and 444 REALTY COMPANY, LLC,
as and for their Answer to Plaintiff's Complaint, herein allege as follows upon information and belief:

AS AND TO THE BACKGROUND

1. Denies any knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph designated "1".
2. Denies each and every allegation contained in paragraphs designated "2", "3" and "4".

AS AND TO THE JURISDICTION AND VENUE

3. Denies any knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph designated "5" and "6".

AS AND TO THE PARTIES

4. Denies any knowledge or information sufficient to form a belief as to each and every allegation contained in paragraphs designated "7" and "8".
5. Denies each and every allegation contained in paragraph designated "9", and leaves all questions of law to this honorable court.

AS AND TO THE LOSS

6. Denies each and every allegation contained in paragraphs designated “14”, “15”, “16” and “17”.
7. Denies any knowledge or information sufficient to form a belief as to each and every allegation contained in paragraphs designated “18” and “19”.

AS AND TO THE FIRST CLAIM FOR RELIEF

8. As to paragraph 20, Defendants repeat, reiterate and re-allege every denial, denial of knowledge and special denial contained as to paragraphs numbered 1 through 20 of Plaintiff’s complaint.
9. Denies each and every allegation contained in paragraph designated “21”, and leaves all questions of law to this honorable court.
10. Denies each and every allegation contained in paragraphs designated “22”, “23” and “24”.

AS AND TO THE SECOND CLAIM FOR RELIEF

11. As to paragraph 25, Defendants repeat, reiterate and re-allege every denial, denial of knowledge and special denial contained in paragraphs numbered 1 through 24 of Plaintiff’s complaint.
12. Denies each and every allegation contained in paragraph designated “27”, and leaves all questions of law to this honorable court.
13. Denies each and every allegation contained in paragraph designated “29” and “30”.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

14. The alleged causes of action set forth in the complaint did not accrue within the applicable statutory period preceding the commencement of said action, and said action is barred by the statute of limitations.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

15. The Complaint fails to state a claim upon which relief may be granted against the answering defendant.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

16. That the plaintiff’s alleged damages were not brought about by any negligence on the part of the answering defendant, but rather due to the contributory fault and/or culpable conduct attributable to plaintiff to the extent of total and/or partial diminution of damages alleged in the Complaint.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

17. The answering defendant reserves the right to seek indemnification and/or apportionment or contribution from any and all responsible tortfeasors.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

18. If the plaintiffs sustained any injuries or damages as alleged in the Complaint, which allegations are expressly denied, then same were sustained because of the culpable conduct of a third-party or parties over whom the answering defendant was not obligated to exercise supervision or control.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

19. Plaintiff's claim for subrogation is barred pursuant to the applicable provisions of the lease agreement between plaintiff's insured and the defendants.

AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE

20. Plaintiff's action is barred by way of New York's Antisubrogation Rule, which prohibits an insurer from claiming subrogation from its own insured.

Dated: May 18, 2007
White Plains, New York

ROSENBLUM NEWFIELD, LLC.

s/ James S. Newfield

James S. Newfield / Fed Bar #JN9422
Attorneys for Defendants
CUSHMAN & WAKEFIELD and
444 REALTY COMPANY, LLC
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(914) 686-6100

TO:
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Plaintiff's Attorney
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New York, New York 10022
(212) 451-2900

AFFIRMATION OF SERVICE

I, James S. Newfield, an attorney licensed to practice law in New York State, affirm under penalties of perjury: I am not a party to the action, am over 18 years of age and reside in Stamford, Connecticut.

I served the within ANSWER by depositing a true copy thereof enclosed in a post-paid wrapper, addressed to the following persons at the last known address set forth after name:

Dated: May 18, 2007
White Plains, New York

Yours, etc.

s/ James S. Newfield

James S. Newfield / Fed Bar #JN9422
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